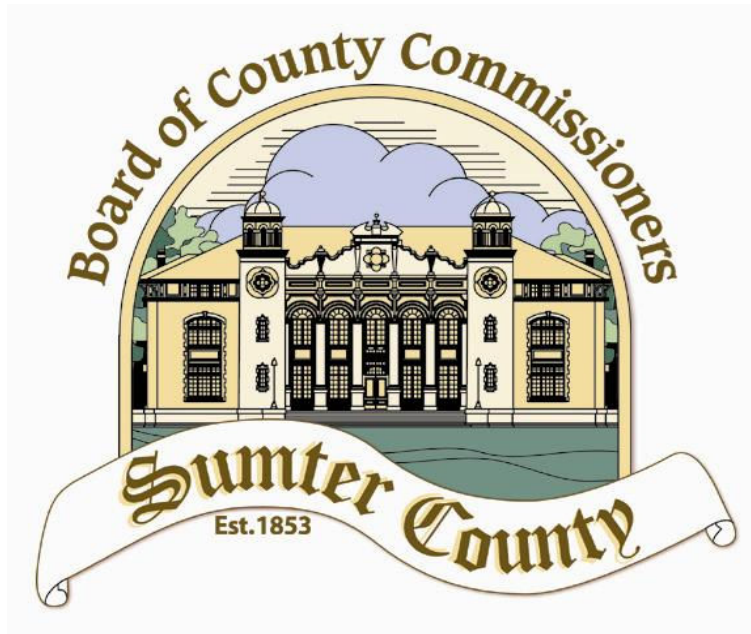


**REQUEST FOR PROPOSALS FOR  
BUILDING INSPECTION SERVICES FOR NON-RESIDENTIAL  
STRUCTURES**

**RFP# 008-0-2011/AT**



Issued By:

Board of Sumter County Commissioners  
Financial Services Department  
Amanda Taylor, Procurement Coordinator  
7375 Powell Road  
Wildwood, Florida 34785

Phone (352) 689-4435 Fax (352) 689-4401

Date of Issue: April 29, 2011  
Due Date / Time: **May 31, 2011 at 10:00am**

**CALENDAR OF EVENTS / RFP TIMELINE**

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Sumter County. If Sumter County finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

**ACTION****COMPLETION DATE****Issue RFP**April 29, 2011**Mandatory Pre-Proposal  
Conference**May 16, 2011 @ 10:00am in  
Room 102**Last Day for Questions**May 19, 2011 @ 5:00pmMay 31, 2011 @ 10:00am  
open at 10:05am in**Proposals Due**Room 102**Short List Selection Committee  
Meeting**June 6, 2011 @ 10:00am in  
Room 102**Vendor Presentations and  
Selection Committee Meeting**June 10, 2011 @ 10:00am in  
Room 102**Site Visits**N/A**Sumter County BOCC Approval**June 28, 2011**Contract Negotiation**June 29, 2011

**Room 102 is located within The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.**

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## SUBMISSION CHECKLIST

This standardized check list has been provided to assist the vendor with the submission of their Proposal package. This check list cannot be construed as identifying all required submittal documents for this project. Vendors remain responsible for reading the entire solicitation document to insure that they are in compliance. Submissions may be considered subject to rejection if, in the sole opinion of the County, there is a serious omission, unauthorized alteration of form, an unauthorized alternate submission, incomplete or unbalanced unit price, or irregularities of any kind. The County may reject as non-responsive, any or all submissions where vendors fail to acknowledge receipt of Addenda as prescribed.

- ☐ RFP Cover Page
- ☐ Executive Summary
- ☐ Company / Individual Background
- ☐ Exceptions / Deviations Page (If Applicable)
- ☐ Vendors Certification (Addenda Acknowledgement Form)
- ☐ Statement of Terms and Conditions
- ☐ Drug Free Workplace Certificate
- ☐ References
- ☐ Certificate of Insurance
- ☐ Conflict of Interest Disclosure form
- ☐ Sworn Statement Pursuant to section 287.133(3)(a),
- ☐ Required Number of Copies (1 Original 3 copies 1 electronic version = 5 Total) The electronic submitted version of your packet must be unprotected

PROPOSAL MUST ALSO CONTAIN ALL CONTENTS DESCRIBED IN SECTION 4.4 OF THIS RFP

## INTENT AND GENERAL INFORMATION

### REQUEST FOR PROPOSAL

Sealed proposals will be received by the Sumter County Board of County Commissioners (BOCC) located at 7375 Powell Road, Wildwood, Florida 34785, **no later than 10:00am on May 31, 2011. Proposals will be opened May 31, 2011, at 10:05am in Room, 102 located at 7375 Powell Road, Wildwood, Florida 34785.** Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by 5:00p.m., May 19, 2011, will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing and faxed to (352) 689-4436, or via email [amanda.taylor@sumtercountyfl.gov](mailto:amanda.taylor@sumtercountyfl.gov) attention: Mrs. Amanda Taylor. All Requests for Information (RFI's) regarding the project or specifications must be faxed to Sumter County, Attention Mrs. Amanda Taylor, 352-689-4401 or via email to [amanda.taylor@sumtercountyfl.gov](mailto:amanda.taylor@sumtercountyfl.gov).

Do not attempt to contact any Selection Committee Member, staff member or person other than Mrs. Amanda Taylor for questions relating to this project. Anyone attempting to lobby Sumter County BOCC representatives may be disqualified. The Selection Committee Members shall be Brad Cornelius, Sumter County Director of Planning & Development, Robert Kegan, Sumter County Building Official, Lee Hartman, Sumter County Chief Building Inspector.

- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Budget and Purchasing Department for Sumter County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the Financial Services Department, 7375 Powell Road, Wildwood, Florida 34785 from 8:00 A.M. to 5:00 P.M.

IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR DEMANDSTAR.COM FOR ANY AND ALL RFP DOCUMENTS, INCLUDING ADDENDUMS.

### PLANS, FORMS & SPECIFICATIONS

Details, forms, and specifications are available from the Financial Services Department upon request. Submitters are required to use the official "PROPOSAL FORM", and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the PROPOSAL FORM and explained in detail on an attached sheet(s) and itemized by number. Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal.

### FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period

at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the County of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

#### **TAX EXEMPT STATUS**

The Board of Sumter County Commissioners is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchases separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

#### **PROTECTION OF RESIDENT WORKERS**

The Board of Sumter County Commissioners actively support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9) and verifying employment eligibility utilizing the United States Department of Homeland Security's E-Verify system. The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the County throughout the duration of the contract.

#### **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

The Sumter County Board of County Commissioners is a unit of local government and as such reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or examination process, reserves the right to select low proposal per item, and reserves the right to award proposals and/or contracts in the best interest of the Sumter County Board of County Commissioners.

#### **RIGHT TO AUDIT RECORDS**

The County shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement unless otherwise authorized by the County in writing.

#### **ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES**

The Contractor by submitting a proposal/bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. Contractor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Contractor's approval. Without the Contractor's approval, the seeking agency cannot Piggy-Back

The Sumter County Board of County Commissioners Request for Proposal (RFP) s defined in Florida Statutes.

## I. INTRODUCTION

### A. Purpose

Sumter County, Florida (“the Owner”) is interested in selecting a Contractor to provide building inspection services pursuant to Chapter 553, Florida Statutes, for non-residential structures within the areas of the county serviced by the County’s Building Department, with the exception of new non-residential development within The Villages of Sumter Development of Regional Impact, the Tri-County Villages Development of Regional Impact, and the Villages of Wildwood Development of Regional Impact (collectively referred to as “The Villages DRI”) See Exhibit “A” for a specific scope of services.

### B. Objectives

It is imperative that the services be managed and executed with the utmost regard to cost, schedule, customer satisfaction, and quality control by all participants. There is a clear expectation by the Owner and citizens of Sumter County that the services will be provided in a manner that minimizes the cost. The integrity, reputation, skills and performance of the Contractor must be of the highest caliber to maintain confidence.

Sumter County will be the Owner of all documents, plans, displays, graphics, etc produced by the Contractor under this contract. The Contractor will contract with the Owner in the appropriate document(s). Staff and operational efficiency are of extreme importance.

### C. Scope of Professional Services: See Exhibit “A”.

### D. Selection Process

### E. RFP Submission Instructions

The sealed proposal package including one (1) original, three (3) copies, and one (1) electronic copy will be received until 10:00am, EST, May 31, 2011. Such proposals must be typed on standard (8 ½” x 11”) paper. A table of contents, with corresponding tabs, must be included as well, to identify each section. Any proposal package received after this time will **not** be considered and will be upon request by the submitter, returned unopened to the submitter at the submitter’s expense.

### F. Proposal Submission Format and Delivery Requirements:

Each package shall be clearly marked: **SUMTER COUNTY RFP 008-0-2011/AT – Building Inspection Services for Non-Residential Structures** from Contractors interested in providing the services to Sumter County Board of County Commissioners (BOCC).

To be considered, prospective Contractors must submit a complete response as required by the RFP. Contractors must submit evidence of their ability to provide complete, thorough

and comprehensive responses and information for each of the following components of the RFP. Contractors must submit one (1) original plus three (3) copies and one (1) electronic copy (PDF) of the proposal.

Rating System:

**1. Company Description (maximum 10 pages) (10 points)**

- a) Describe the ownership and current principles of your company and any other company that you propose to become part of your team.
- b) From what office will this project be administered?
- c) Describe the history and growth of your company *as succinctly as possible*.
- d) Describe your experience with litigation with owners and contractors.
- e) Provide company organizational chart (do not include sub-consultants).

**2. Local Experience (40 points)**

Provide recent examples of building inspection services for Florida local governments. With these examples provide wherever possible:

- a) Description of type of building inspection services provided.
- b) Description of how the building inspection services were coordinated with the local government.
- c) Average number of building inspections provided per month for the local government and estimated man-hours per month to complete the building inspections.
- d) Local government reference contact information.
- e) Any other pertinent information the company wishes to have considered.

It is the Contractor's responsibility to ensure that you have listed a current contact with a correct phone number.

**3. Proposed Approach to Provide Requested Building Inspection Services (40 points)**

The proposed approach to provide the requested building inspection services shall include the following information:

- a) Listing of available staff and their relevant Florida building licenses.
- b) Description of procedure proposed to coordinate building inspection services with the Sumter County Building Official and Sumter County Chief Inspector.
- c) Confirmation that the Contractor will make staff, with the appropriate building licenses, available as needed to meet the demand of non-residential building inspections.
- d) Proposed fee on a per inspection basis.



**4. Certified Minority Business Enterprise (5 points)**

If a Company is a MBE, then a valid certificate documenting MBE status is required.

**5. Other Benefits (5 points)**

This section is to provide information on any additional benefits the Contractor feels that (if selected) may benefit the Owner.

The services being sought under this RFP are professional in nature. Consequently, the evaluation of the proposals will be based on the above and will result in the selection of the firm(s) that is in the best interest of the Owner.

**G. Delivery:**

1. If you plan on bringing your Qualifications Package **IN PERSON**, please bring it to:  
BOARD OF SUMTER COUNTY COMMISSIONERS  
FINANCIAL SERVICES DEPARTMENT  
ATTN: Mrs. Amanda Taylor  
7375 POWELL ROAD, SUITE 206  
WILDWOOD, FLORIDA 34785
2. If you submit your Qualifications Package by the **U. S. POSTAL SERVICE**, please mail it to:  
BOARD OF SUMTER COUNTY COMMISSIONERS  
FINANCIAL SERVICES DEPARTMENT  
ATTN: Mrs. Amanda Taylor  
7375 POWELL ROAD, SUITE 206  
WILDWOOD, FLORIDA 34785
3. If you submit your Qualifications Package by a **THIRD PARTY CARRIER** such as **Fed-X, UPS, DHL, or a private courier**, please address it to:  
BOARD OF SUMTER COUNTY COMMISSIONERS  
FINANCIAL SERVICES DEPARTMENT  
ATTN: Mrs. Amanda Taylor  
7375 POWELL ROAD, SUITE 206  
WILDWOOD, FLORIDA 34785

To be considered, Qualifications Packages must be received and accepted in the Financial Services Department Office prior to the official closing date and time.

Please allow sufficient time for transportation and inspection.

**A Proposal Package will not be considered for award if received in the Financial Services Department Office after the official closing date and time.**

**Proposals submitted via facsimile, telegraph or mailgram shall be rejected.**

**The Owner reserves the right to negotiate adjustments in any and all elements of what contractors submit in their proposals.**

It is the responsibility of each Company to examine the entire RFP, seek clarification in writing, and review its proposal package for accuracy before submitting. Once the submission deadline has passed, all proposal package submissions will be final. The Owner will not request clarification from any Company relative to their package submission.

No Company is permitted to contact any member or employee of Sumter County regarding this RFP, qualification evaluation, or selection process from the time the RFP is issued until the time of award is approved by the Sumter County Board of County Commissioners. Unauthorized contact with the County or any employees thereof may result in disqualification of the company from the selection process.

It is the Owner's intent to minimize the cost to companies who are responding to this Request for Proposal, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused proposals that document your company's suitability for this RFP and understanding of the Owner.

Questions relating to the RFP **must be submitted in writing**— to: Mrs. Amanda Taylor fax (352) 689-4401 or email at [Amanda.Taylor@sumtercountyfl.gov](mailto:Amanda.Taylor@sumtercountyfl.gov).

The deadline for submission of questions relating to the RFP shall be on May 19, 2011, at 5:00pm EST. All questions that have been submitted in writing, no later than May 19, 2011, will be answered in writing.

## **H. Additional Conditions**

- The Owner reserves the right to reject any or all qualification packages received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of the qualification packages by the Owner, the documents shall become the property of the Owner without compensation to the proponent, for disposition or usage by the Owner at its discretion.
- Costs to Prepare Responses: The Owner assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposal packages.
- Equal Employment Opportunity: During the performance of this Contract, the respondent agrees as follows: the company will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap.

## **II. ATTACHMENTS:**

### **SECTION 1.0 – GENERAL TERMS and INFORMATION**

## **1.0 Procedure Requirements:**

No work shall commence until either a contract or purchase order with work order has been executed between the selected Contractor and the Sumter County Board of County Commissioners and a notice to proceed has been issued by the Director of Planning & Development or designee.

## **1.1 Key Contractor Personnel**

In submitting a proposal package, the Respondent is representing that each person listed or referenced in the proposal package shall be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

## **1.2 Negotiation**

The County reserves the right to negotiate any and all elements of this response.

## **1.3 Award of Response**

The County reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the County.

## **1.4 Time Limit to Submit Required Deliverables**

Within ten (10) calendar days after County notification to enter into contract, any successful respondent must furnish all deliverables required after award but prior to contracting. If any successful respondent fails to furnish the required deliverables within the required time frame, the award to that respondent may be withdrawn and the award made to the next highest rated respondent.

## **1.5 Prohibition Against Contingent Fees**

Any contract entered into as a result of this request for response shall contain the following statement.

“I, as an authorized agent of *[type firm name]* warrant that *[type firm name]* has not employed or retained any company or person, other than a bona fide employee working solely for *[type firm name]* to solicit or secure this agreement and that *[type firm name]*

has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for *[type firm name]* any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

#### **1.6 Truth In Negotiation Certificate**

For each contract that exceeds one-hundred-fifty-thousand dollars (\$150,000.00) any company awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

#### **1.7 Collusive Responses**

The respondent certifies, by submission of a response, that their response is made without any previous understanding, agreement or connection with any person, firm or corporation making a response for the same service with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the responses of such responders void.

#### **1.8 Conflict Of Interest**

- a) If any officer, director, or agent of your company is also an employee of the Sumter County Board of County Commissioners, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any County employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten- percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form 8) and include it in your qualifications package.
- b) If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

### **SECTION 2.0 - ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS**

#### **2.1. Request for Proposal Closing Date**

One (1) original proposal package, three (3) complete copies, and one (1) electronic copy unprotected of the proposal package shall be sealed and delivered per the instructions herein no later than date and time listed herein. Any proposal package received after this time will **not** be considered and will be returned unopened to the submitter at the submitter's expense.

**2.2. Request for Proposal Opening, Review Meeting, and Short List Presentation**

On, May 31, 2011 at 10:05 A.M. EST. all proposal packages that have been timely accepted by the County will be opened and reviewed for compliance. The names of the companies submitting proposal packages will be read aloud and recorded. The proposal packages will be available for inspection during normal business hours in the Financial Services Department. Subsequently, a meeting will be scheduled for the Selection Committee to convene to discuss and rank the RFPs accepted. The Selection Committee will develop a short list of companies that will be invited to interview with the Selection Committee. At the second meeting of the Selection Committee, the presentations from the companies on the short list will be heard and after the last presentation, the Selection Committee will rank the companies for recommendation to the Sumter County Board of County Commissioners.

**2.3. Respondents Responsibility / Clarification and Addenda:**

- a) While the County has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Respondent is urged to conduct its own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RFP.
- b) It is incumbent upon each prospective Respondent to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, fax or e-mail and are acceptable in accordance with procedures set forth herein. The County will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

Any revisions (amendments) to this RFP, will be posted on <http://www.demandstar.com> by the County.

- c) You must acknowledge each addendum in your RFP on the Vendor's Certification Form. Failure to acknowledge each addendum may prevent your proposal package from being considered for award. It is solely your responsibility to ensure that you have received all addendums to this RFP before submitting your package.
- d) A Respondent, by submitting a proposal package, represents that the Respondent has read and understands the RFP requirements and its response is made in accordance

therewith and that the Respondent is familiar with the local conditions under which the awarded Respondent must perform.

- e) Before submitting a proposal package, each Respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Respondent will rely. If the Respondent receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief.

#### **2.4. Restricted Discussions**

- a) From the date of issuance of the RFP until final County action, the Respondent shall not discuss the RFP or any part thereof with any employee, agent, or representative of the County except as expressly authorized by the County point of contact identified herein for this solicitation. Violation of this restriction will result in REJECTION of the Respondent's proposal package.
- b) No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any County employee. Only those communications that are in writing from the authorized County point of contact identified herein shall be considered pertinent to this RFP. Only communications from the Respondent that are signed and in writing will be recognized by the County as duly authorized expressions on behalf of the Respondent.

#### **2.5. Public Entity Crimes**

- a) Pursuant to Section 287.132 and 287.133 Florida Statutes, the County, as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.
- b) By submitting a qualifications package in response to this RFP, you are certifying that Sections 287.132 and 287.133, Florida Statutes do not restrict your rights to submit a qualifications package to the County.

#### **2.6. Proposal Package**

- a) See **Section 4.0: Submittal Requirements** for additional requirements.
- b) The proposal package forms shall be signed by an official authorized to legally bind the Respondent to its provisions.

- c) Terms and conditions differing from those in this RFP shall be cause for disqualification of the proposal package.
- d) If you elect to submit more than one proposal package, then each proposal package shall be submitted as set forth in **Section 4.0, Submittal Requirements**.

## **2.7. Withdrawal of Qualifications Package**

You may withdraw your proposal package or modify it at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your proposal package. Negligence upon your part in preparing your proposal package confers no right of withdrawal after the time fixed for the submission of proposal packages.

## **2.8. Presentations / Post-Closing Discussions**

- a) The County, at its sole discretion, may ask any Respondent to make an oral presentation and/or demonstration without charge to the County. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
- b) The County reserves the right to conduct discussions with any Respondent(s) who has (have) a realistic possibility of contract award.

## **2.9. Minor Irregularities**

The County reserves the right to waive minor irregularities in submitted proposal packages, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

## **2.10. Qualifications Package Acceptance / Rejection**

The County reserves the right to accept or reject any or all proposal packages received as a result of this RFP, or to negotiate separately with competing contractors. The County reserves the right to waive any informalities, defects, or irregularities in any proposal package, or to accept that proposal package, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Sumter County.

## **2.11. Incurred Expenses**

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in

preparing and submitting a proposal package or offer, or any cost or expense incurred by any Respondent prior to the execution of a purchase order or contract agreement. By submitting a proposal package, you, the Respondent, agree that all costs associated with the preparation of your proposal package will solely be your responsibility. You also agree that the County bears no responsibility for any costs associated with the preparation of the proposal package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this solicitation process.

## **2.12. Award**

- a) It is understood that the County is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or one factor alone. The County reserves the right to award such contract, if any, to the best qualified Respondent(s).
- b) The County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposal packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interest to do so.
- c) Any proposal package that is contingent upon an award or a contract for any additional service shall be rejected and not considered for an award.
- d) In the event of default by the awarded Respondent, the County reserves the right to negotiate and award the contract to the next best qualified Respondent without any further competition.

## **2.13. No Confidentiality of Information**

- a) Once the proposal package is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of a proposal package does not affect this right.
- b) The County is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "**trade secret.**" The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a Respondent labels all or most pages "trade secret", the Respondent may not be considered for award.
- c) Also pursuant to Section 119.07 (3) (a), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees or



agents. The County will maintain the confidentiality of such financial data to the extent provided by law.

### **SECTION 3.0 - INSURANCE REQUIREMENTS - Required at the time of award**

- 3.1. Each Respondent shall provide proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Respondent must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County].
- 3.2. A certificate of insurance indicating that the awarded Respondent has coverage in accordance with the requirements of this section shall be furnished by the contractor to the Contracting Officer within the time period set by the County and before any work begins.
- 3.3. The selected Respondent shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the contractor under the terms and provisions of the contract.
- 3.4. Standard Insurance Requirements
  - 3.4.1 The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverage, limits, and endorsements described herein. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.
  - 3.4.2 Commercial General Liability: The Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.
  - 3.4.3 Business Automobile Liability: The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- 3.4.4 Worker's Compensation Insurance & Employers Liability: The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).
- 3.4.5 Umbrella or Excess Liability (needed for large contracts as determined by Risk Management): The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$2,000,000 Each Occurrence and \$2,000,000 Aggregate. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.
- 3.4.6 Additional Insured: The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2011 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

The name of the organization endorsed as Additional Insured for all endorsements shall read "Sumter County Board of County Commissioners."

- 3.4.7 Deductibles, Coinsurance Penalties, & Self-Insured Retention: The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.
- 3.4.8 Waiver of Subrogation: The Contractor shall provide a Waiver of Subrogation required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

- 3.4.9 Right to Revise or Reject: The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage's and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.
- 3.4.10 No Representation of Coverage Adequacy: The coverage's, limits or endorsements required herein protect the primary interests of the County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.
- 3.4.11 Certificate(s) of Insurance: The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

**3.5 Certificate(s) of Insurance:**

- **Sumter County, A Political Subdivision of The State of Florida, and the Board of County Commissioners**, shall be named as additional insured as their interest may appear on the general liability policy
- Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.
- Certificate(s) of insurance shall identify the contract number, in the Description of Operations section of the Certificate.
- Certificate holder shall be:  
SUMTER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS  
7375 POWELL ROAD, WILDWOOD, FLORIDA 34785

- 3.6 The Contractor shall be responsible for all sub-consultants and their insurance.
- 3.7 All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 3.8 All insurance companies must be authorized to transact business in the State of Florida.
- 3.9 The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor and/or subcontractor providing such insurance.
- 3.10 Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- 3.11 Neither approval by the County of any insurance supplied by the contractor, nor a failure to disapprove that insurance, shall relieve the contractor of full responsibility of liability, damages and accidents as set forth herein.

#### **SECTION 4.0 – SUBMITTAL REQUIREMENTS**

- 4.1 Companies, organizations, joint ventures, or individuals (hereafter “Respondent”) interested in submitting a proposal package (offer) in response to this RFP shall submit one (1) original, three (3) copies, and one (1) electronic copy unprotected in the sealed proposal package. Failure to provide the required copies and information may result in the proposal package not being considered.
- 4.2 **Economy of Presentation**  
Each proposal package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondent follow the format and instructions contained herein. The County is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested.
- 4.3 **Proposal Package Guidelines**  
To facilitate analysis of its proposal package, the Respondent shall prepare its proposal package in accordance with the instructions outlined in this section. If the Respondent’s proposal package deviates from these instructions, such proposal package may, in the County’s sole discretion, be rejected.

- a) The County **EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.**
- b) Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the proposal package. Information required for evaluation of proposals, which is not found in its designated section, will be assumed to have been omitted from the proposal package.
- c) Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.
- d) Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.
- e) Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.
- f) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.
- g) Binding and Labeling - All sections of the proposal package should be bound in a single three-ring loose leaf binder, with section tabs, which shall permit the proposal package to lie flat when opened. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to RFP title, solicitation number, copy number, and the Respondent's name. The same identifying information should be placed on the spine of each binder.
- h) Other than the required copy of the proposal package provided in electronic format, electronic submission of qualifications package is not permitted for this solicitation.

#### 4.4 **Proposal Package Sections**

The Respondent shall organize its proposal package into the following major sections.

TABLE OF CONTENTS: To be submitted on the firm's letterhead.

**Tab A - STATEMENT OF INTEREST:** To be submitted on the Respondent's letterhead.  
The statement of interest shall:

- Concisely state the Respondent's understanding of the services required by the County.
- Include additional relevant information not requested elsewhere in the RFP.
- The signature on the statement shall be that of a person authorized to represent and bind the firm.

**Tab A shall also contain a properly completed, signed, and notarized:  
Form 8 - Conflict of Interest Disclosure Form**

**Tab B - FIRM PROFILE:** Complete Form 1. Attach a copy of the Firm's current State of Florida Board of Professional Regulation License (if applicable).

**Tab C – FIRM COMPOSITION: RESUMES:** Form 2 may be reproduced and attached in sequence if more resumes are required. Attach a copy of each person's current State of Florida Board of Professional Regulation License. Complete Form 2.

**Tab D - LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES THAT WILL  
BE USED FOR THE COUNTY'S PROJECT: Complete Form 3.**

**Tab E - LOCATION:** Complete Form 4.

**Tab F - ILLUSTRATIVE PD&E WORK:** (Prime consultants Only) Complete Form 5.  
(Form 5 may be reproduced and attached in sequence if more work projects are required.)

**Tab G - VOLUME OF WORK:** Complete Form 6 (If applicable)

**Tab H - ADDITIONAL INFORMATION:** Complete Form 7 and 8.

## FORM 1

## FIRM PROFILE

Proposed Discipline: \_\_\_\_\_

1. Firm (or joint venture) Name & Address	1c. Licensed to do business in the State of Florida _____ Yes _____ No
1a. Firm is _____ National _____ Regional _____ Local  FEIN # _____	1d. Name, Title & Telephone Number of Principal to Contact
1b. Firm is a Certified Minority Business Enterprise _____ Yes _____ No	1e. Address of office to perform work, if different from Item 1
2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project.	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:	
3a. Has this joint venture previously worked together? _____ Yes _____ No	

**FORM 2****TEAM COMPOSITION**

Brief resume of key persons, specialists and individual consultants shall be assigned to the project.  
Utilize one sheet per person. (Additional information may be attached)

Name & Title:
Project assignment:
Name of firm with which associated:
Years experience: With this firm _____ With other firms _____
Education: Degree(s)/year/school/specialization:
Active registration/licensing: Year first registered/discipline
Other experience and qualifications relevant to the proposed project:



**FORM 3**  
**OUTSIDE CONSULTANTS**

If respondent is not a joint venture, list outside key consultants/associates that shall be used for the proposed project. (Form may be reproduced if additional space is necessary.) Include resume of all individuals assigned to this project including projects they have worked on and contact names for each.

**Company Name:**

**Address of office proposed for this project:**

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Attach resume and projects.

**Company Name:**

**Address of office proposed for this project:**

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Attach resume and projects.

**Company Name:**

**Address of office proposed for this project:**

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Attach resume and projects.

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? \_\_\_\_ yes \_\_\_\_ no

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

**FORM 4****LOCATION**

1. Specify address of Prime Consultant's designated office where the majority of work on this project will be performed:

2. Indicate percentage of total over-all project fees projected to be performed on this project by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)

\_\_\_\_\_ %

3. Specify address of Prime Consultant's other office(s) where any part of the work on this project will be performed (if applicable):

4. Indicate percentage of total over-all fees projected to be performed on this project by the office specified above. Do not include percentage of fees anticipated to be performed on this project by sub-consultants.

\_\_\_\_\_ %

5. Indicate percentage of total over-all fees projected to be performed on this project by firms located within Sumter County including the prime consultant and sub-consultants, utilizing information supplied above and on Form 2.

\_\_\_\_\_ %

**FORM 5**  
**ILLUSTRATIVE WORK**

**Work by firm or joint venture members or outside key consultants which best illustrate current qualifications relevant to the County's project that have been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects.**

4. <u>Project Name &amp; Location</u>   <u>Project Manager:</u>		<b>Project Owners Name &amp; Address</b>
<b>Completion Date (Actual or Estimated)</b>		
Estimated Cost (In Thousands)		<u>Project Owner's Contact Person, Title, &amp; Telephone Number</u>
Entire Project  \$	Work for which firm was/is responsible  \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u>		

**FORM 6**

## VOLUME OF WORK

Prime Consultant's volume of work performed for the Sumter County Board of County Commissioners  
As a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

**FORM 7**

**ADDITIONAL INFORMATION AS NECESSARY**

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for the County's project.

**Form 8**  
**Conflict of Interest Disclosure Form**

I HEREBY CERTIFY that

1. I (*printed name*) \_\_\_\_\_ am the  
(*title*) \_\_\_\_\_ and the duly authorized representative of the firm of (*Firm*  
(*Name*) \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that I possess the legal

authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2009

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary)

**RFP COVER PAGE**

<b>Name of Firm, Entity or Organization:</b>
<b>Federal Employer Identification Number (FEIN):</b> <b>State of Florida License Number (If Applicable):</b> <b>Name of Contact Person:</b> <b>Title:</b> <b>E-Mail Address:</b>
<b>Mailing Address:</b> <b>Street Address (if different):</b> <b>City, State, Zip:</b> <b>Telephone:</b> _____ <b>Fax:</b> _____
<b>Organizational Structure – Please Check One:</b> <b>Corporation</b> <input type="checkbox"/> <b>Partnership</b> <input type="checkbox"/> <b>Proprietorship</b> <input type="checkbox"/> <b>Joint Venture</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/> <b>If Corporation:</b> <b>Date of Incorporation:</b> _____ <b>State of Incorporation:</b> _____ <b>States Registered in as Foreign Corporation:</b>
<b>Authorized Signature:</b> <b>Print Name:</b> _____ <b>Signature:</b> _____ <b>Title:</b> _____ <b>Phone:</b> _____
<i><b>This document must be completed and returned with your Submittal.</b></i>

**VENDOR'S CERTIFICATION**

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, Florida 34785		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
<b>DUE DATE: May 31, 2011</b>	<b>DUE TIME: 10:00 am</b>	<b>RFP # 008-0-2011/AT</b>	
<b>TITLE: Building Inspection Services for Non-Residential Structures</b>			
<b>VENDOR NAME:</b>		<b>PHONE NUMBER:</b>	
<b>VENDOR MAILING ADDRESS:</b>		<b>FAX NUMBER:</b>	
<b>CITY/STATE/ZIP:</b>		<b>E-MAIL ADDRESS:</b>	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offeror or parties to an RFP whatsoever for any fraudulent purpose."</p>			
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with the Sumter County Board of County Commissioners, respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>			
_____ Authorized Agent Name, Title (Print)		_____ Authorized Signature	_____ Date
<b><i>This form must be completed and returned with your Submittal</i></b>			



## STATEMENT OF TERMS AND CONDITIONS

### *This document must be completed and returned with your Submittal*

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**INDEMNIFICATION :** The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

**PROHIBITION OF LOBBYING:** During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Financial Services Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Financial Services Manager.

**ANTI TRUST LAWS:** By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**CONFLICT OF INTEREST:** The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

**INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Financial Services Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**GOVERNING LAWS AND REGULATIONS:** The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Financial Services Manager at (352) 793-0200. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

**TAXES:** The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**NON-COLLUSION DECLARATION:** By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**PROPOSER RESPONSIBILITY:** Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**OWNERSHIP OF SUBMITTALS:** All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

**EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

**DRUG FREE WORKPLACE:** All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

**BOARD OF SUMTER COUNTY COMMISSIONERS,** are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

**PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

**VERIFICATION OF TIME:** Nextel time is hereby established as the Official Time of the Boards.

#### **PREPARATION OF PROPOSALS/BIDS:**

**Signature of the Bidder:** The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as \_\_\_\_\_" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**TABULATION:** Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

**OBLIGATION OF WINNING BIDDER:** The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**AWARD OF BID:** It is the Boards' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

**ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

**PREPARATION COSTS:** The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

**TIMELINESS:** All work will commence upon authorization from the Boards' representative (Financial Services Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

**DELIVERY:** All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):** The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

**PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the Financial Services Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

**MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Financial Services Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Financial Services Manager, or designated representative.

**QUANTITIES:** The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

**DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

**ACKNOWLEDGED:**

(Signature and Date)

**Board of Sumter County Commissioners  
Statement of "No Proposal"**

If you do not intend to submit qualifications on this project, please complete and return this form prior to date shown for receipt of qualifications to: Sumter County BOCC, 7375 Powell Road, Wildwood, FL 34785. Attn: Mrs. Amanda Taylor, Procurement Coordinator.

We, the undersigned, have declined to bid on your RFP No. 008-0-2011/AT-0-2011/AT for the following reasons:

\_\_\_\_\_ Specifications are too "tight", i.e. geared toward one brand, firm or manufacturer only.  
(please explain reason below)

\_\_\_\_\_ Insufficient time to respond to Request for Proposal.

\_\_\_\_\_ We do not offer this product/s or equivalent.

\_\_\_\_\_ Remove us from your bidders' list for this commodity or service.

\_\_\_\_\_ Our product schedule would not permit us to perform to specifications.

\_\_\_\_\_ Unable to meet specifications.

\_\_\_\_\_ Unable to meet insurance requirements.

\_\_\_\_\_ Specifications unclear (please explain below).

\_\_\_\_\_ Competition restricted by pre-approved owner standards.

\_\_\_\_\_ Other (please specify below).

Remarks:

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"We understand that if this "No Proposal" letter is not executed and returned, our name may be deleted from the list of qualified bidders for the owner for future projects or commodities."

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature and Title:

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

\_\_\_\_\_  
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

(seal)

***This document must be completed and returned with your Submittal***

**Sworn Statement Pursuant To Section 287.133(3)(a),  
Florida Statutes, On Entity Crimes Form A-2**

**SWORN STATEMENT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

*THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted to Sumter County Board of County Commissioners

By \_\_\_\_\_  
{print individual's name and title}

for \_\_\_\_\_  
{print name of entity submitting sworn statement}

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **{indicate which statement applies.}**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **{Attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
{signature}

\_\_\_\_\_  
{date}

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who,  
after first being

\_\_\_\_\_ {name of individual signing}  
sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

Attest: \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Notary Seal)

***This document must be completed and returned with your Submittal.***

## EXHIBIT “A” – SCOPE OF SERVICES

The Board of Sumter County Commissioners (Board), through the Building Services Department of the Division of Planning & Development (Department), provides building plan review and inspection services related to the Florida Building Code and local codes. The service area of the Department includes the unincorporated area of the county and the cities of Center Hill, Webster, and Wildwood. The building plan review and inspection services with the cities of Center Hill, Webster, and Wildwood are pursuant to an interlocal agreement between the respective cities and the County.

Currently, the Department primarily provides building inspection services with four (4) staff inspectors, a Chief Inspector, and two (2) contracted inspection firms (Sunshine Building Code Compliance Inspections Inc. [SBCCI] and Page Dixon Chandler & Smith, LLC [PDCS]). The first contracted inspection firm (SBCCI) provides building inspection services within The Villages of Sumter Development of Regional Impact, the Tri-County Villages Development of Regional Impact, and the Villages of Wildwood Development of Regional Impact (collectively referred to as “The Villages DRI”) for new residential and non-residential construction. The second currently contracted inspection firm (PDCS) provides support inspection and plan review services on an as-needed basis to supplement the existing staff inspectors and plan reviewers.

The Board directed staff to prepare and distribute a Request for Proposal (RFP) to contract with a building inspection firm to provide non-residential building inspections as follows:

1. All non-residential structure inspections outside of The Villages DRI and within unincorporated areas of the county or within the cities of Center Hill, Webster, and Wildwood.
2. Inspection of renovations (do not increase size of existing building envelope) of existing non-residential structures within The Villages DRI.

The selected company shall provide the services described above under the following conditions:

- The company shall provide personnel that hold the appropriate licenses from the State of Florida and appropriate experience to provide all aspects of non-residential building inspections from start of construction through Certificate of Occupancy. The inspections will also include change of occupancy and inspections required for Occupational Licenses, as required by the cities.
- The company shall make available to the Department the personnel needed to accomplish the scheduled inspections each business day. The company shall make the appropriate personnel available each work day from 7:30 a.m. to 5:00 p.m. In the event an emergency declaration or other unforeseen event occurs, the company shall provide the appropriate personnel, as requested by the Department, on any day or at any time.
- The company shall not be responsible for fire inspections. Fire inspections are under the authority of Sumter County Fire Rescue.
- The company must have expertise in the current requirements of the Federal American with Disabilities Act (ADA).
- The Department can not guarantee a minimum number of inspections or work under this RFP. The inspections will be requested by the Department on an as-needed basis.

- The company shall provide full field communication equipment for their personnel that will allow for communication with the County's Building Official, Chief Inspector, other designated staff, and customers during their work in the field.
- The company shall provide vehicles or vehicle compensation for its personnel providing the services.
- The company shall operate under the direction of the County's Building Official and Chief Inspector. The company shall meet regularly with the County's Building Official or Chief Inspector during the term of the contract to address any issues related with the provision of the services. The frequency of the meetings shall be established in the contract award.
- The company shall provide, in addition to monthly invoices, a monthly activity report for review by the Building Official and Chief Inspector. The content of the activity report will be established in the contract award.
- The Department prefers establishing a per inspection rate for compensation to the company as opposed to an hourly plus expenses rate.

The above conditions are not exhaustive but are illustrative of the primary expectations of the selected company. Additional conditions or expectations may be included within the contract award. Contract negotiations will begin after the Sumter County Board of County Commissioners approves the recommendation from the Selection Committee. **The actual contract will not be effective until October 1, 2011.**